

CON-5433JSW
Concord, California. May 6, 2008

To: United States Court District Court Judge, Hon. Jeffrey S. White

From: Doris and Mario Cordova

Re: Ali Baalouach vs. Doris A. Cordova & Summit Mortgage.

FILED

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Your Honor,

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

I write to you in hopes that you look at these false allegations against me and my company. First let me share with you that we are in the process of filling a Chapter 7 bankruptcy and their fore will not be participating in this suit.

In addition to that Mr. Baalouach owns multiple properties in the bay area with the same kind of negative amortization loans. He is also the most south out Kosher Bucher in the State and owns three mayor Butcher shops in the northern California region, one in Sacramento, CA. And two more in San Francisco, CA.

Mr. Baalouach also has a loan that his payment has not re-casted yet, there fore I do not understand to why he is not able to meet his Payment when he is collecting rent from the duplex a joint to this property. He is collecting a sum of \$2,000.00 Dollars from the duplex and a total of \$6,000.00 from the other properties he owns.

Mr. Baalouach Simply got greedy and decided to cash out on a property he wanted to dump, and felt it would be OK to sue the lender that did the loan for him. I believe he knew and planted this with his relative Mr. Mehdi Nafai from the start. Mr. Nafai was the Loan Manager at the Bank of the West branch where I Mario Cordova hade my personal bank account and introduced me to his relative Mr. Ali Baalouach so that I could do his loan. I Mario Cordova did the loan for Mr. Ali Baalouach and communicated with him in perfect English, especially when we talk about his passion for butchery. Mr. Ali Baalouach own a mayor corporation called Bader Corporation DBA Salama Halal Meat.

Your Honor, please take in consideration that he cash out \$100,000.00 and that is no small change for a simple butcher that claims not to speak English. In addition we were never served as stated in the complaint since our office was located in 3507 Clayton Rd. Concord, California 94519. In addition is this court out of jurisdiction since the contract was originated in Contra Costa County. I like to thank you for your time and considerations, Sincerely.

Doris Cordova



Mario Cordova



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ONEMARIOCORDOVA@AOL.COM

CALYX SOFTWARE

MORTGAGE LOAN DISCLOSURE STATEMENT/GOOD FAITH ESTIMATE

Date Prepared: 09/26/2006

Borrower's Name(s): All Baalouach

Real Property Collateral: the intended security for this proposed loan will be a Deed of Trust on (street address or legal description)

68 Cayuga Ave. San Francisco, CA 94112

This joint Mortgage Loan Disclosure Statement/Good Faith Estimate is being provided by Summit Mortgage a real estate broker acting as a mortgage broker, pursuant to the Federal Real Estate Settlement Procedures Act (RESPA) and similar California law. In a transaction subject to RESPA, a lender will provide you with an additional Good Faith Estimate within three business days of the receipt of your loan application. You will also be informed of material changes before settlement/close of escrow. The name of the intended lender to whom your loan application will be delivered is:

☒ Unknown ☐ _____ (Name of lender, if known)
GOOD FAITH ESTIMATE OF CLOSING COSTS

The information provided below reflects estimates of the charges you are likely to incur at the settlement of your loan. The fees, commissions, costs and expenses listed are estimates; the actual charges may be more or less. Your transaction may not involve a charge for every item listed and any additional items charged will be listed. The numbers listed beside the estimate generally correspond to the numbered lines contained in the HUD-1 Settlement Statement which you will receive at settlement if this transaction is subject to RESPA. The HUD-1 Settlement Statement contains the actual costs for the items paid at settlement. When this transaction is subject to RESPA, by signing page two of this form you are also acknowledging receipt of the HUD Guide to Settlement Costs.

HUD-1	Item	Paid to Others	Paid to Broker
800	Items Payable in Connection with Loan		
801	Lender's Loan Origination Fee	\$ _____	\$ _____
802	Lender's Loan Discount Fee	\$ _____	\$ _____
803	Appraisal Fee	\$ <u>550.00</u>	\$ _____
804	Credit Report	\$ _____	\$ _____
805	Lender's Inspection Fee	\$ _____	\$ _____
808	Mtg Broker Commission/Fee	\$ _____	\$ _____
809	Tax Service Fee	\$ _____	\$ _____
810	Processing Fee	\$ _____	\$ <u>725.00</u>
811	Underwriting Fee	\$ _____	\$ _____
812	Wire Transfer Fee	\$ _____	\$ _____
	ADMIN FEE	\$ _____	\$ <u>325.00</u>
	LENDER'S FEE	\$ <u>1,000.00</u>	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
900	Items Required by Lender to be Paid in Advance		
901	Interest for <u>15</u> days at \$ <u>25.3906</u> per day	\$ <u>380.86</u>	\$ _____
902	Mortgage Insurance Premiums	\$ _____	\$ _____
903	Hazard Insurance Premiums	\$ _____	\$ _____
904	County Property Taxes	\$ _____	\$ _____
905	VA Funding Fee	\$ _____	\$ _____
		\$ _____	\$ _____
1000	Reserves Deposited with Lender		
1001	Hazard Insurance: _____ months at \$ _____ /mo.	\$ _____	\$ _____
1002	Mortgage Insurance: _____ months at \$ _____ /mo.	\$ _____	\$ _____
1003	School Tax: _____ months at \$ _____ /mo.	\$ _____	\$ _____
1004	Co. Property Taxes: _____ months at \$ _____ /mo.	\$ _____	\$ _____
1005	Flood Insurance: _____ months at \$ _____ /mo.	\$ _____	\$ _____
	_____ months at \$ _____ /mo.	\$ _____	\$ _____
	_____ months at \$ _____ /mo.	\$ _____	\$ _____
1100	Title Charges		
1101	Settlement or Closing/Escrow Fee:	\$ <u>500.00</u>	\$ _____
1105	Document Preparation Fee	\$ <u>50.00</u>	\$ _____
1106	Notary Fee	\$ <u>125.00</u>	\$ _____
1108	Title Insurance:	\$ <u>900.00</u>	\$ _____
	COURIER	\$ <u>25.00</u>	\$ _____
	ENDORSEMENT	\$ <u>25.00</u>	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
1200	Government Recording and Transfer Charges		
1201	Recording Fees:	\$ <u>100.00</u>	\$ _____
1202	City/County Tax/Stamps:	\$ _____	\$ _____
		\$ _____	\$ _____

ADDITIONAL REQUIRED CALIFORNIA DISCLOSURES

I. Proposed Loan Amount: \$ 731,250.00

Initial Commissions, Fees, Costs and

Expenses Summarized on Page 1: \$ 4,705.86

Payment of Other Obligations (List):

Credit Life and/or Disability Insurance (see VI below) \$ _____

Purchase Price / Payoff \$ _____

\$ _____

\$ _____

Subtotal of All Deductions:

\$ 4,705.86Estimated Cash at Closing ☒ To You ☐ That you must pay\$ 726,544.14II. Proposed Interest Rate: 1.250 % ☒ Fixed Rate ☐ Initial Variable RateIII. Proposed Loan Term: 360/360 ☐ Years ☒ MonthsIV. Proposed Loan Payments: Payments of \$ 2,436.90 will be made ☒ Monthly ☐ Quarterly ☐ Annually for 360 (number of months, quarters or years). If proposed loan is a variable interest rate loan, this payment will vary (see loan documents for details).The loan is subject to a balloon payment: ☒ No ☐ Yes. If Yes, the following paragraph applies and a final balloon payment of \$ _____ will be due on _____ [estimated date (month/day/year)].

NOTICE TO BORROWER: IF YOU DO NOT HAVE THE FUNDS TO PAY THE BALLOON PAYMENT WHEN IT COMES DUE, YOU MAY HAVE TO OBTAIN A NEW LOAN AGAINST YOUR PROPERTY TO MAKE THE BALLOON PAYMENT. IN THAT CASE, YOU MAY AGAIN HAVE TO PAY COMMISSIONS, FEES, AND EXPENSES FOR THE ARRANGING OF THE NEW LOAN. IN ADDITION, IF YOU ARE UNABLE TO MAKE THE MONTHLY PAYMENTS OR THE BALLOON PAYMENT, YOU MAY LOSE THE PROPERTY AND ALL OF YOUR EQUITY THROUGH FORECLOSURE. KEEP THIS IN MIND IN DECIDING UPON THE AMOUNT AND TERMS OF THIS LOAN.

V. Prepayments: The proposed loan has the following prepayment provisions.

☐ No prepayment penalty.☒ Other (see loan documents for details).☐ Any payment of principal in any calendar year in excess of 20% of the ☐ original balance ☐ unpaid balance will include a penalty not to exceed _____ months advance interest at the note rate, but not more than the interest that would be charged if the loan were paid to maturity (see loan documents for details).

VI. Credit Life and/or Disability Insurance: The purchase of credit life and/or disability insurance by a borrower is NOT required as a condition of making this proposed loan.

VII. Other Liens: Are there liens currently on this property for which the borrower is obligated? ☒ No ☐ Yes
If Yes, describe below:

Lienholder's Name	Amount Owed	Priority

Liens that will remain or are anticipated on this property after the proposed loan for which you are applying is made or arranged (including the proposed loan for which you are applying):

Lienholder's Name	Amount Owed	Priority

NOTICE TO BORROWER: Be sure that you state the amount of all liens as accurately as possible. If you contract with the broker to arrange this loan, but it cannot be arranged because you did not state these liens correctly, you may be liable to pay commissions, costs, fees, and expenses even though you do not obtain the loan.

VIII. Article 7 Compliance: If this proposed loan is secured by a first deed of trust in a principal amount of less than \$30,000 or secured by a junior lien in a principal amount of less than \$20,000, the undersigned licensee certifies that the loan will be made in compliance with Article 7 of Chapter 3 of the Real Estate Law.

A. This loan ☐ may ☐ will ☒ will not be made wholly or in part from broker controlled funds as defined in Section 10241(j) of the Business and Professions Code.

B. If the broker indicates in the above statement that the loan "may" be out of broker-controlled funds, the broker must inform the borrower prior to the close of escrow if the funds to be received by the borrower are in fact broker-controlled funds.

SUMMIT MORTGAGE

Name of Broker

01502202

License #

Mario Cordova

Broker's Representative

01343499

License #

3507 Clayton Rd